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ABSTRACT

The collective bargaining agreement between Indian River Community College District Board of Trustees and the Indian River Community College Chapter of the American Association of University Professors (AAUP) covering the period August 1, 1986-July 1, 1987 is presented. Items covered in the agreement include: recognition of AAUP, strikes and lockouts, dues deduction, nondiscrimination, AAUP responsibility, past practices, chapter rights, released time for union members, rights of the board of trustees, legal counsel, contractual conditions of employment, teaching laboratory courses, teaching night classes and off-campus, substitute instruction, teacher salaries by rank, overload teaching, faculty rank and promotion, transfer of teachers, abolishment of positions and reduction in force, recall procedure, holidays, fringe benefits, faculty rights, academic freedom, tenure, termination of appointment for cause, grievance procedure. (SW)

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AGREEMENT

BETWEEN THE

INDIAN RIVER COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES

AND THE

INDIAN RIVER COMMUNITY COLLEGE CHAPTER

OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

U.S. DEPARTMENT OF EDUCATION
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August 1, 1986 - July 31, 1987

HE 021 130

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PREAMBLE

This contract is made and entered into the 1st day of August, 1986, by and between the District Board of Trustees of Indian River Community College, hereinafter called the Board, and the Indian River Community College Chapter of the American Association of University Professors, hereinafter called the Chapter, and has as its purpose the promotion of harmonious relations between the Board and the Chapter; the furtherance of quality education by maintaining a high standard of academic excellence and efficient governmental services; the establishment of an equitable and peaceful procedure for the resolution of grievances without interruption of work and interference with the efficient operation of the College; the establishment of a formal understanding relative to conditions of employment; and the improvement of services to the community.

ARTICLE I

Purpose of Indian River Community College

Indian River Community College is a comprehensive community college dedicated to meeting the educational needs of the citizens of St. Lucie, Martin, Indian River, and Okeechobee counties. Indian River Community College promotes college transfer programs, job skill training, comprehensive student services, lifelong learning, developmental studies, personal enrichment, and community involvement.

The Faculty, Administration, and Board are dedicated to this purpose and to promoting the educational, cultural, and economic advantages of attending Indian River Community College.

The Chapter will cooperate in actively promoting the goals and purpose of IRCC.

ARTICLE II

Recognition

Section 1. The Board recognizes the Chapter as the exclusive bargaining representative for all full-time faculty, which include counselors and librarians and exclude the President, Vice President, deans, Assistant to the President, associate deans, assistant deans, administrative assistants, division directors, coordinators, and others. If titles are created during the life of this contract that are not listed above, the parties will meet and attempt to agree on the inclusion of the new titles.

Section 2. The Board will not, during the life of the contract, meet and negotiate or meet and confer, relative to terms and conditions of employment, with any member of the faculty or group of faculty who is covered by this contract, except through the exclusive bargaining representative.

ARTICLE III

Strikes and Lockouts

Section 1. Lockouts. No lockout of any faculty member shall be instituted by the Board during the term of this contract.

Section 2. Strikes. Because strikes by public employees are illegal in the State of Florida, no strike of any kind, as defined in Florida Statutes, shall be engaged in, sanctioned, or supported by the Chapter, its officers, or agents. In the event the Board alleges that any members of the faculty are engaged in a strike, the Chapter will, upon written notification, immediately notify such members of the faculty in writing of the allegation and the implications of a strike.

ARTICLE IV

Dues Deduction

Section 1. Checkoff. The Board agrees to cooperate with the Chapter in facilitating the deduction of membership dues established by the Chapter, from the salary of each faculty member who has authorized such deduction in writing. The aggregate deductions of all faculty shall be remitted together with an itemized statement to the Chapter office no later than 15 days following the end of each payroll period.

Section 2. Indemnity. The Chapter agrees to indemnify and hold the Board harmless against any and all claims, suits, orders, or judgments brought or issued against the College by any faculty member as a result of any action taken in accordance with the provisions of Article IV Section 1.

ARTICLE V

Non-Discrimination

Section 1. Equal Application. The provisions of this contract shall be applied equally to all full-time faculty in the bargaining unit without discrimination as to race, creed, religion, color, national origin, age, sex, marital status, handicap, or Chapter membership.

Section 2. Board Responsibility. The Board accepts its responsibility to ensure equal opportunity in all aspects of employment for all qualified persons, regardless of race, creed, religion, color, national origin, age, sex, marital status, or handicap. The Board will not interfere with the rights of the faculty to become or not to become members of the Chapter; and there shall be no discrimination or interference, restraint, or coercion by the Board representative against any faculty because of Chapter membership or nonmembership or because of any faculty member's activity in an official

capacity on behalf of the Chapter if that activity is in accordance with the provisions of this contract.

Section 3. Chapter Responsibility. The Chapter accepts its responsibility as exclusive bargaining representative and agrees to represent all faculty in the bargaining unit without discrimination as to race, creed, religion, color, national origin, age, sex, marital status, or handicap. The Chapter and its officers agree that it will not restrain members of the bargaining unit from becoming members of the Chapter and will not coerce them to become members.

ARTICLE VI

Past Practices

The parties agree to continue in effect all practices of the Board and Administration, as stated in the current Faculty Handbook, concerning terms and conditions of employment (wages, salaries, hours, vacation, sick leave, personal leave, academic freedom, appointment, reappointment, promotion, tenure, dismissal, termination, suspension, fringe benefits, extended professional leave), provided that such practices are not in conflict with the provisions of this contract. In the event of such a conflict, the terms of this contract shall be controlling.

Whereas the Faculty Handbook is a part of the contract, any revisions in the Handbook must be made by agreement between the Board and the Chapter.

As used in this contract, the term "past practices" refers to those practices defined in the Guidelines and Procedures of the College, based upon written rules of the College Administration and of the District Board of Trustees.

ARTICLE VII

Chapter Rights

Section 1. Communications. Copies of all communications distributed generally to the faculty by an administrator shall be supplied to the Chapter at the same time. The Chapter shall designate its address for this purpose.

Section 2. Use of Facilities. The Chapter and its representatives shall have, upon advance request, the right to use the College facilities for meetings if those facilities are available.

Section 3. Transaction of Business. Authorized representatives of the Chapter shall be permitted to transact official Chapter business on College premises provided that this activity shall not interfere with or interrupt the operation of the College.

Section 4. Bulletin Boards. The Chapter shall have the right to post announcements and notices of its activities and concerns on a faculty bulletin board to be located near the post office section of Koblegard Student Union. The Chapter may use the College distribution service and faculty mailboxes for communications to the faculty.

Section 5. Office Space. An office for the exclusive use of the Chapter shall be furnished by the Board.

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Section 6. Time for Chapter Meetings. The Administration will attempt to ensure that no member of the bargaining unit is assigned duties during activity period.

Section 7. Supplying Information. Upon request, the Administration agrees to provide the Chapter, within fifteen working days, available information concerning the professional staffing and financial resources of the College, registry of professional personnel, the budget, agendas and

minutes of Board meetings, faculty names and addresses, and position on the salary schedule of all members in the bargaining unit.

Section 8. Administration of Contract. The Board agrees that the Chapter representatives be allowed time during the official working day to investigate and process grievances and confer with the College President or his designee concerning the provisions and application of this contract, provided that such time does not interfere with assigned professional duties.

Section 9. Certification of Chapter Representatives. The Chapter president and other elected officials who may represent the faculty in administering this contract shall be certified in writing to the Board by the Chapter president. The Board designees responsible for administration of this contract shall be certified to the Chapter in writing.

Section 10. Released Time for President. The Chapter president shall be credited with six semester hours toward the full-time teaching load for each of the Fall and Spring semesters and three semester hours toward the Summer Semester.

Section 11. Released Time for Bargaining Team. Each of the officially designated members of the bargaining team for the Chapter shall be credited three semester hours toward the full-time teaching load during the semesters of formal negotiation. None of the members of such team shall be entitled to overload for the same term during which released time is granted. If the Chapter president is a member of the bargaining team, he will receive no additional released time.

ARTICLE VIII

Reservation of Rights of the Board

Subject to the provisions of this contract, the Board of Trustees and the President reserve and retain full rights, authority, and discretion (in the

proper discharge of the duties and responsibilities) to control, supervise, and manage the College and its professional staff; to determine and administer educational policy; to operate the College and to direct the professional staff; and otherwise to retain all rights, authority, and discretion which are exclusively vested in the Board of Trustees or the President under governing law, ordinances, rules, and regulations as set forth in the Constitution and laws of the State of Florida and of the United States.

ARTICLE IX

Legal Counsel

In accordance with Florida Statutes, the Board agrees to furnish legal counsel to any faculty member requiring it because of legal actions brought because of his official duties.

ARTICLE X

Contractual Conditions of Employment

Section 1. Contracts. The Chapter agrees to annual instructional contracts for a period of ten months or 200 service days. Options are ten plus one month, or 220 service days; and ten plus two months, or 240 service days. Nine-month contracts (180 service days) may be entered into by mutual consent. Additional Summer Term contracts may also be entered into by mutual consent.

Contracts for instructional personnel hired after the beginning of the Fall Term will be pro-rated based on the number of service days to be actually served in comparison to the total service days for each particular type of contract. The compensation will be similarly pro-rated based on the professional rank of the instructor involved. Subsequent annual contracts will bear the same beginning and ending dates as all other similar contracts.

Section 2. Service Days. Employment of professional personnel at IRCC shall be consistent with Florida State Statutes, Department of Education Rules, and Rules of the District Board of Trustees. Twenty (20) service days are equivalent to one month of service. A service day is defined as any day in which an employee has contractual responsibilities. (See Article X Section 3.)

Section 3. Responsibilities. A full-time faculty member will be responsible for forty hours per week, which shall include, but not be limited to, the following activities, on or off campus: classroom periods; office periods; standing and ad hoc committee meetings; student advisement; student conferences; student evaluations; student reports; examination periods; preparation of federal, state, and local reports; intra-campus communications; faculty meetings; departmental meetings; community-related clubs or organizations which require the direct need of a faculty person; guest-speaking to organizations and/or educational institutions within the district served by the College; travel time to and from off-campus sites; classroom preparation; continued professional study in one's discipline (after approval of such study and its relationship to the discipline by a College administrator); securing typing, duplicating, and printing services; inter-campus communications; ordering audio-visual programs; learning-center acquisition selections; curriculum review and improvement; textbook evaluation and selection; supplies requisitioning and inventory control; and other professional activities.

Section 4. Instructional Responsibilities. The normal instructional credit-hour teaching load shall consist of fifteen (15) to seventeen (17) credit hours or their equivalent for the Fall and Spring semesters. The Summer teaching load will be from three (3) to six (6) credit hours per term.

Total credit-hour teaching load per academic year will be no more than thirty-seven (37) per instructor, before entering overload status. During the Summer term no full-time faculty member will be assigned more than two contact periods, as defined as the time which meets the criteria set forth by the Florida Department of Education.

Section 5. Laboratory Courses. All courses that are determined by the Administration to be laboratory courses will be allotted the equivalent of one (1) credit hour for each two (2) laboratory hours. A laboratory hour is a fifty-minute period in which a student uses instruments and materials that cannot be used without proper supervision and special facilities.

Section 6. Night Classes. With the exception of courses specifically operated as night programs (determined by Administration), no instructor will be required to teach more than two nights per week per semester without his consent. No instructor will be assigned a tenth-period class (as defined in the current catalogue) followed by a first-period class (as defined in the current catalogue) the next day without his consent.

Section 7. Compensating Assignments. In the event that a full-time faculty member's regularly scheduled classes fail to meet the necessary enrollment, the faculty member shall be consulted and assigned a compensating assignment from unassigned courses in the areas of the instructor's certification, or some other professional assignment as designated by the Dean of Instruction.

Section 8. Off-Campus Service. As a part of their regular services, faculty members may be assigned classes in off-campus sites in the district served by the college. With the exception of classes specifically designated as night programs by the Administration, instructors shall teach at only one off-campus site per day. At no time shall a member be required to teach at

two different sites, including the main campus, on the same night. With the exception of specific night programs, faculty members shall teach at a maximum of two off-campus sites per semester, unless it is otherwise agreed.

Section 9. Committee Membership. Every faculty member is expected to serve on at least one committee but no more than two committees, unless the faculty member agrees to any additional assignments. In the event of a special committee assignment in addition to the prior two committee assignments, the faculty member will be released from one of the two previously assigned committees. This section applies to membership on standing and ad hoc committees of the faculty as well as the Executive Council of the AAUP and Promotions Committee. The Chapter president and the Executive Council members will serve only on the Executive Council and shall not be assigned further committee assignments unless a Council member requests additional committee assignments.

One exception to the above restrictions on committee assignments for faculty members and the Chapter president is applicable. This concerns those instances when campus-wide participation of all groups of employees is required, such as the Southern Association of Colleges and Schools self-study, or other accreditation/accountability procedures that are mandated.

Section 10. Substitute Instruction. Substitute instruction, when performed by a full-time faculty member upon assignment by the President or his representative, shall be with the consent of the substituting instructor. All substituting shall be paid on a pro-rated overload basis, computed by using the current Faculty Salary Schedule based on professional rank.

Section 11. Short Term Contracts. When faculty members are requested to accept, and do accept, a Second Summer Term-teaching assignment, compensation will be paid at overload rates.

ARTICLE XI

Salaries

For the academic year 1986-87, the following salary schedule will be in effect:

INDIAN RIVER COMMUNITY COLLEGE

1985-86 FACULTY SALARY SCHEDULE FOR TEN MONTH CONTRACTS

STEP	INSTRUCTORS	MASTER INSTRUCTORS	ASSISTANT PROFESSORS	ASSOCIATE PROFESSORS	PROFESSORS
Beginning	$22,010	$23,960	$25,910	$29,690	$33,580
After 1 year	$23,050	$24,990	$26,940	$30,720	$34,620
After 2 years	$24,070	$26,030	$27,960	$31,750	$35,660
After 3 years	$24,990	$26,940	$28,890	$32,660	$36,570
After 4 years	$25,910	$27,860	$29,690	$33,580	$37,490
After 5 years	$26,710	$28,660	$30,610	$34,380	$38,280
After 6 years	$27,280	$29,230	$31,180	$35,080	$38,860
After 7 years	$27,890	$29,800	$31,750	$35,660	$39,540
After 8 years	$28,540	$30,500	$32,330	$36,220	$40,120
After 9 years	$29,000	$30,950	$32,900	$36,800	$40,580

For ten-plus-one-month contracts, add one-tenth of the appropriate amount above.

For ten-plus-two-month contracts, add two-tenths of the appropriate amount above.

The Special Payment Schedule for 1985-86 is as follows:

Department Chairmen	$1,510
Major Sports-Head Coaches	$2,730
Assistant Coaches and Minor Sports Coaches	$1,790
Intramurals	$1,510
Cheerleader Sponsor	$1,510
Gordon Rule Administrator	$1,510

Overloads

Full-time faculty may be asked, but not required, to teach credit classes beyond the maximum credit-hour assignment, as defined in Article X, Section 4.

Overloads that are paid for at the end of Fall and Spring terms will not count toward the maximum teaching load of thirty-seven (37) credit hours for the academic year.

Full-time faculty members with overloads will be paid for the academic year 1985-86 at the following rates, per credit hour:

Professor	$570.00
Associate Professor	$545.00
Assistant Professor	$500.00
Master Instructor	$460.00
Instructor	$400.00

Non-credit teaching, if not part of assigned load, shall be paid to full-time faculty as follows:

RANK	SCHEDULE
Professor	$17.00 per hour
Associate Professor	$16.25 per hour
Assistant Professor	$15.50 per hour
Master Instructor	$14.50 per hour
Instructor	$13.25 per hour

ARTICLE XII

Provisions for Bargaining Unit Members

Not Eligible for Continuing Contract

A member of the bargaining unit who, because of contract status or employment status under a State or Federal Grant, is not eligible for continuing contract status is entitled to all benefits of faculty membership and employment; however, the individual's contract will supersede all provisions of this contract where a conflict exists.

ARTICLE XIII

Leave of Absence

During the term of this contract, the Board agrees to continue the provisions for leave of absence with pay and leave of absence without pay, as presented in the current Faculty Handbook.

ARTICLE XIV

Employment Contracts and Certification

During the term of this contract, the Board agrees to continue the provisions as stated in the current Faculty Handbook.

ARTICLE XV

Faculty Rank and Promotion

Section 1. Minimum Eligibility Criteria. The following minimum criteria must be met if a faculty member is to be considered eligible for employment or promotion to a specific rank. Satisfaction of the criteria does not guarantee such employment or promotion; it is simply the minimum required for eligibility. A faculty member, after completion of two years at IRCC, may present to the Dean of Instruction a written request for promotion.

Instructor: Earned Bachelor's degree plus 10 quarter hours of graduate course work, plus three years' experience in the field of specialization, or the equivalent qualifications.

or

Earned Bachelor's degree plus five years' experience in the field of specialization, or the equivalent qualifications.

Master Instructor: Earned Master's degree plus one year of experience in the field of specialization, or the equivalent qualifications.

or

Earned Bachelor's degree plus 15 quarter hours of additional graduate course work, plus five years' experience in the field of specialization, or the equivalent qualifications.

or

Earned Bachelor's degree plus ten years experience in the field of specialization.

Assistant Professor: Earned Master's degree plus 30 quarter hours of additional graduate course work, with no experience necessary, or the equivalent qualifications.

or

Earned Master's degree plus 15 quarter hours of additional course work, plus two years' experience in the field, or the equivalent qualifications.

or

Earned Master's degree plus five years' teaching experience in the field of specialization, or the equivalent qualifications.

Associate Professor: Earned Master's degree plus 50 quarter hours of additional graduate course work or admission to candidacy in a recognized doctoral program at an accredited institution, plus five years in the field of specialization.

Full Professor: Earned Doctorate.

Section 2. Promotion to Assistant Professor upon Reception of Tenure. Upon gaining tenure, a teacher who is employed at the Instructor or Master Instructor level and is qualified for the rank of Assistant Professor shall be promoted to Assistant Professor. Candidates for this promotion must follow the same procedure followed by all other applicants for promotion, including a letter of intent to the Dean of Instruction and submission of appropriate documents to the Promotions Committee.

Section 3. Deadline for Promotion Applications. The deadline for filing an application with the Dean of Instruction for consideration for the following contract year is December 1.

Section 4. Promotions Committee. The Promotions Committee consists of three full professors elected annually by the Chapter. Promotions Committee members will not be required to serve on any other regular committee during

their tenure on the Promotions Committee. The committee will have full access to student evaluations, self-evaluations, and written evaluations of the applicants made by their division directors. The committee will review each request for promotion, decide whether the applicant is promotable, and report its decision to the President of the College and to the applicant.

ARTICLE XVI

Transfers, Abolishment of Positions, Reduction in Force

Section 1. Transfers. Notice of full-time vacancies in the College shall be made known to the faculty and the Chapter. Faculty who are applicants to fill such vacancies shall be considered in filling the vacancies. If accepted, an individual shall retain all rights and privileges as provided by Florida Statutes and State Board Rules.

Section 2. Layoff Procedures. In the event that it is necessary to lay off faculty either because a program has been discontinued or because of financial exigency, the following procedure shall be employed:

Step 1. The College President, or his designee, shall call a meeting between representatives of the Administration and of the Chapter to discuss potential solutions to the problem of unneeded personnel in a particular program or department. If possible, an individual to be laid off will be placed in any vacancy for which he is qualified.

Step 2. If Step 1 does not produce a satisfactory solution to the problem of unneeded personnel, adjunct faculty in any field in which the unneeded faculty are legally certified to teach shall be dismissed in favor of the unneeded faculty.

Step 3. If Steps 1 and 2 fail to solve the problem of unneeded faculty, layoffs in a particular program or department shall be in order of seniority with the most recently hired faculty being laid off first.

A. A faculty member on continuing contract who is scheduled for layoff may, if legally qualified, take the position of a noncontinuing-contract member anywhere in the College.

B. Notice of layoff shall be as follows:

1. A noncontinuing-contract faculty member who is to be laid off because of financial exigency shall receive notice, by April 1, that his contract may not be renewed.

2. A continuing-contract faculty member who is to be laid off because of discontinuation of program shall receive twelve (12) months' notice. A continuing-contract faculty member who is to be laid off because of financial exigency shall receive notice, by April 1, or as provided by law.

3. A continuing-contract faculty member who is to be laid off shall receive a one-year sabbatical to enable him either to increase his skills or to train for a new field.

For a period of twelve (12) months, the person on sabbatical is to receive monthly remuneration of 50 percent of the monthly salary which would be paid to him if he were not laid off. The number of such sabbaticals granted per year shall not exceed four percent of the total number of certified full-time faculty employed by the College.

If the number of applicants for sabbaticals exceeds the number of sabbaticals available, sabbaticals will be awarded on the basis of seniority in the College.

Section 3. Recall Procedure. Faculty members who have continuing-contract status shall have recall rights for three (3) years for any available academic position. Recall shall be in inverse order of layoff.

ARTICLE XVII

Holidays

The academic calendar will provide that no faculty will be scheduled to work on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Veterans Day. When any of the above holidays falls on Saturday, the preceding Friday shall be the holiday. When any of the above holidays falls on Sunday, the following Monday shall be the holiday. Any member of the faculty who observes religious holidays on days which do not fall on a Sunday or a legal holiday shall be entitled to such days off from his employment for such observance. However, he shall file, with the Dean of Instruction, appropriate documents for such leave, which shall be deducted from the balance of his sick leave days.

ARTICLE XVIII

Fringe Benefits

During the term of this contract, the Board agrees to provide fringe benefits to the faculty which include the following: reimbursement of tuition and fees for educational experiences approved (in advance) by the Administration and taken at accredited institutions; free admission to athletic events; indemnification of court-assessed damages against employees; annual physical examinations; health insurance; long-term disability insurance; life, accident, and accidental death insurance; unemployment compensation insurance; worker's compensation insurance; sick leave pool, reserved parking spaces; retirement system; and swimming pool privileges. The Chapter will be notified of and involved in the consideration of any substantive changes to be made in the contractual agreements concerning benefits (for example, insurance programs) as they pertain to the faculty.

ARTICLE XIX

Rights of the Faculty

Section 1. Academic Freedom. The Chapter subscribes to the AAUP 1940 Statement of Principles and the Interpretive Comments of 1940 and 1970, which point out the following: (1) the faculty member is entitled to reasonable freedom in the classroom in discussing his subject, but he should be careful not to introduce into his teaching controversial matter which has no relation to his subject; and (2) the faculty member is a citizen, a member of a learned profession, and an employee of an educational institution. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his special position in the community imposes special obligations. As a person of learning and as an educational employee, he should remember that the public may judge his profession and his institution by his utterances. Hence, he should be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he is not a spokesman of the institution.

Section 2. Citizenship. The faculty shall be entitled to full rights of citizenship and shall claim all rights permitted to it by law.

Section 3. Confidentiality. The faculty shall not be expected to disclose information given to it in confidence regarding students unless required to do so by law.

Section 4. Board Policies. Each faculty member shall be given a copy of the current contract, IRCC Guidelines and Procedures, and Faculty Handbook. Faculty shall not be held accountable for such rules and regulations until distribution has been made.

Section 5. Office. The Administration shall provide to each faculty member office space and office equipment necessary for the faculty member to provide his assigned services.

Section 6. Travel Expenses. The faculty member shall be reimbursed for expenses incurred during travel required for College business in accordance with current travel rules and regulations of the State of Florida as authorized by statute.

Section 7. Check Distribution. Faculty members must have their checks available on the scheduled date and at the scheduled time unless delay is caused by unforeseen circumstances.

ARTICLE XX

Meaning of Tenure

Faculty members having tenure have appointments continued from year to year without necessity for annual or other renewals. Tenure of a faculty member shall continue until death; resignation; mandatory retirement under current federal laws; termination for cause (Article XXI); or, in extraordinary circumstances, a financial exigency (Article XVI Section 2).

ARTICLE XXI

Termination of Appointment for Cause

Section 1. Definition of Cause. Adequate cause for the dismissal of a faculty member who has tenure or whose non-tenured appointment is being terminated without the notice normally required is restricted to: (1) immorality, (2) misconduct in office, (3) incompetency, (4) gross insubordination, (5) willful neglect of duty, (6) drunkenness, or (7) conviction of any crime involving moral turpitude. The burden of proof in establishing cause for dismissal rests with the College Administration.

Section 2. Procedural Rights of the Faculty. When reason arises to question the fitness of a faculty member, the President of the College or his designated representative will discuss the matter with the faculty member in a personal conference, at which the faculty member may choose to be accompanied by a Chapter representative or an attorney. The matter may be terminated by mutual consent at this point.

If an adjustment does not result, then the matter will be considered according to current pertinent Board of Education Rules. (See also Article XXIII.)

ARTICLE XXII

Miscellaneous Provisions

Section 1. Classes at Other Institutions. With the approval of the Dean of Instruction, schedules, insofar as practicable, are to be arranged whenever requested to allow faculty to attend classes at other institutions of higher education up to two courses per term.

Section 2. Attendance at College Functions. Faculty attendance at all College-sponsored functions and activities shall be voluntary unless part of the individual faculty member's workload.

Section 3. Liability. The Chapter shall not hold the Board responsible for personal property stored or utilized on College property.

Section 4. Administrative Assignments. Instructors, counselors, or librarians who are also designated as administrators in the College shall not be assigned in excess of 50 percent instructor, counselor, and librarian responsibilities unless an exception is approved by the President and the Chapter. No member of the bargaining unit shall exercise supervision over any other member of the bargaining unit.

Section 5. Protection of Bargaining Process. No member of the bargaining unit will receive any term or condition of employment that is more or less advantageous than any contained in this contract.

ARTICLE XXIII

Adjustment Procedures

Section 1. Grievances. A grievance is defined as a dispute or disagreement raised by an employee or the Chapter against the Administration involving the interpretation or application of the specific provisions of this contract or application of a rule or regulation in other than a uniform manner or other than in accordance with the provisions of the rule or regulation. Grievances as defined that arise after the effective date of this contract shall be processed in the following manner on a uniform grievance form furnished by the Administration. Grievances that arose previous to the effective date of this contract shall be processed in accordance with the procedures then in effect. No reprisals of any kind shall be taken against any member of the faculty for participating in a grievance.

Section 2. Grievance Procedures. Step 1. If a complaint that falls within the definition of a grievance is not satisfactorily resolved in informal discussions; and if five (5) working days have elapsed since the complaint was presented, a grievance may be filed on the official grievance form supplied by the Administration. No grievance shall be entertained or processed unless it is submitted within twenty (20) working days after the faculty member, through the use of reasonable diligence, should have obtained knowledge of the first occurrence of the event giving rise to the grievance. The written complaint--signed by both the faculty member and the Chapter grievance representative on the campus, in individual faculty grievances (or signed alone by the Chapter grievance representative on the campus, in case of

Chapter grievance)--shall set forth the nature of the problem, the facts on which it is based, the alleged violation, and the relief requested.

In the event that the faculty member elects to file a charge without the intervention of the Chapter grievance representative, the Administration will immediately notify the Chapter grievance representative that a grievance charge has been filed and will supply the representative with a copy of the charge. No representative of the Administration will meet with the faculty member without first affording reasonable opportunity for the Chapter representative to be present at such meeting.

The written grievance will be submitted by the complainant to the appropriate division director or his representative. A written decision will be made and forwarded to the complainant within three (3) working days of receipt of the formal grievance, and a copy of the same shall at that time be supplied to the Chapter grievance representative. If the decision of the division director or his representative is not satisfactory, the grievance will be taken to Step 2.

Step 2. All written materials from Step 1 will be submitted by the complainant to the appropriate dean within three (3) working days of the receipt of an unsatisfactory decision. Grievances originating at off-campus sites will be submitted to the administrator in charge of the off-campus sites; grievances originating on the main campus will be submitted to the Associate Dean of Instruction. A written decision will be made and forwarded to the complainant within three (3) working days of receipt of the formal grievance, and a copy of the same shall at that time be supplied to the Chapter grievance representative. If the complainant is not satisfied with the decision, Step 3 will be taken.

Step 3. All written materials from Steps 1 and 2 will be submitted to the Dean of Instruction or his representative. This appeal will be filed within three (3) working days of receipt of an unsatisfactory written decision from the last appeal. The Dean of Instruction or his representative will give a written decision within three (3) working days of receipt of the grievance and file. A copy will also be sent to the Chapter grievance representative. If the complainant is not satisfied with the decision, Step 4 will be taken.

Step 4. All written materials from Steps 1, 2, and 3 will be submitted to the President of Indian River Community College or his representative. The President or his representative will give a written decision within five (5) working days of the receipt of the grievance and file. A copy will also be sent to the Chapter grievance representative.

Step 5. If the President's decision or his representative's decision is unsatisfactory, the grievance will be submitted to an impartial, neutral arbitrator mutually selected by the parties from the list of approved arbitrators maintained by PERC. The administration will be notified by registered mail within five (5) working days of the employee's intention to submit the grievance to arbitration.

The arbitrator's decision shall be final and binding; however, the arbitrator shall not have the power to add to, subtract from, modify, or alter the terms of the collective bargaining agreement.

The compensation, if any, of the arbitrator shall be borne equally by the Administration and the Chapter.

ARTICLE XXIV

Totality of Agreement

Each party, for the lifetime of the contract, agrees that the other shall not be obligated to bargain collectively with any subject matter referred to

or not referred to or governed by or not governed by this contract, unless the Board and the Chapter mutually agree to alter, amend, supplement, enlarge, or modify any of its provisions.

ARTICLE XXV

Savings Clause

The contract is intended to be in conformity with all applicable and valid federal and state laws and rules and regulations thereof. In the event that any provision of this contract is found to be inconsistent with existing legislative statutes or rules or regulations promulgated thereunder, the provisions of such statutes or ordinances shall prevail; and if any provision herein is found to be invalid or unenforceable by court or other authority having jurisdiction, then such provision shall be inoperative; but all other valid provisions shall remain in full force and effect. If such provision of the contract subsequently becomes legal because of the passage of new legislation during the term of the contract, it shall at that time become operative.

If the enactment of any provision or portion of this contract is prevented because of applicable legislative action, executive order, or regulation dealing with wage and price controls, then only such specific provisions or portion specified in such decision shall be invalid, the remainder of this contract continuing in full force and effect for the term of the contract, provided, however, any provision of this contract is prevented from being put into effect shall become effective at such time, in such amounts and for such periods, retroactively and prospectively, as will be permitted by law at any time during the life of this contract or any extension thereof.

ARTICLE XXVI

Term of Contract

This contract shall be effective on the 1st day of August 1985 and shall remain in full force and effect through the 31st day of July 1986.

For the Board	For the Chapter
_____	_____
Chairman	Chief Negotiator
_____	_____
Secretary	Negotiator